

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS AND  
INTERESTED ORGANIZATIONS/AGENCIES FOR INFORMATION SHARING AND  
COLLABORATION IN REGARDS TO THE LOS ANGELES  
RIVER MASTER PLAN UPDATE**

This Memorandum of Understanding (hereinafter referred to as MOU), entered into on \_\_\_\_\_, 2018, by and between the COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS (hereinafter referred to as PUBLIC WORKS) and the \_\_\_\_\_ (hereinafter referred to as INTERESTED ORGANIZATION/AGENCY).

**WITNESSETH**

WHEREAS, the LOS ANGELES RIVER (hereinafter referred to as RIVER) is considered a centerpiece of the County of Los Angeles, connecting many residents and communities; and

WHEREAS, in 1996 the County Board of Supervisors adopted the Los Angeles River Master Plan (hereinafter referred to as LARMP) to serve as a multi-objective planning document of enhancements in and along the RIVER recognizing its primary purpose of flood protection while advocating for environmental enhancement, recreational opportunities, and economic development throughout the RIVER corridor; and

WHEREAS, the RIVER has been the subject of several new planning efforts that envision the RIVER as an asset to the many diverse groups and communities surrounding the RIVER; and

WHEREAS, PUBLIC WORKS is proposing to update the LARMP (hereinafter referred to as LARMP UPDATE) to become an overarching plan, grouping all ongoing and completed plans and studies for the RIVER; and

WHEREAS, PUBLIC WORKS proposes to establish a steering committee (hereinafter referred to as COMMITTEE) comprised of regional agencies, city leaders, nonprofit and community groups, and interested stakeholders to assist PUBLIC WORKS in developing the LARMP UPDATE; and

WHEREAS, INTERESTED ORGANIZATION/AGENCY has data, studies and/or analyses (hereinafter referred to as INFORMATION) that could be useful to PUBLIC WORKS in connection with the development of the LARMP UPDATE and desires to share the INFORMATION with PUBLIC WORKS for that purpose; and

WHEREAS, INTERESTED ORGANIZATION/AGENCY may desire to provide comments and recommendations (hereinafter referred to as INPUT) on the LARMP UPDATE as it is being developed related to the INFORMATION and desires to share the INPUT with PUBLIC WORKS.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by PUBLIC WORKS and INTERESTED ORGANIZATION/AGENCY, it is hereby agreed as follows.

1. INTERESTED ORGANIZATION/AGENCY AGREES:

- a. To share the INFORMATION and INPUT with PUBLIC WORKS for consideration and use in connection with the development of the LARMP UPDATE.

2. PUBLIC WORKS AGREES:

- a. To consider all INFORMATION and INPUT received from INTERESTED ORGANIZATION/AGENCY for use in connection with development of the LARMP UPDATE.

3. IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This MOU is not an invitation, appointment, or selection of INTERESTED ORGANIZATION/AGENCY to serve on the COMMITTEE.
- b. PUBLIC WORKS and INTERESTED ORGANIZATION/AGENCY shall have no financial obligation to the other party under this MOU.
- c. This MOU may be terminated by either party by giving 30 days prior written notice of intent to terminate to the other party with the understanding that upon such termination, INTERESTED ORGANIZATION/AGENCY will no longer share additional INFORMATION and INPUT but PUBLIC WORKS may use all INFORMATION and INPUT provided prior to that termination date.
- d. This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute but one and the same instrument provided, however, that such counterparts have been delivered to PUBLIC WORKS and INTERESTED ORGANIZATION/AGENCY.



IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by their duly authorized respective officers:

COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Director of Public Works

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By \_\_\_\_\_  
Deputy

INTERESTED  
ORGANIZATION/AGENCY

By \_\_\_\_\_  
Name  
Title

**LOS ANGELES REGIONAL  
IMAGERY ACQUISITION CONSORTIUM (LAR-IAC) 5  
AUTHORIZED USER  
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT (NDA)**

1. Pictometry International Corp., a Delaware company with offices at 25 Methodist Hill Drive, Rochester, NY 14623 (“Pictometry”), and the County of Los Angeles (“County”) have entered into that certain agreement dated December 3, 2013 (“Agreement”) for delivery of licensed digital mapping data and software (“Licensed Products”) to the County. Under the Agreement, certain governmental entities (“Authorized Entities”), including County Departments and non-County Authorized Participants, which participate in the LAR-IAC may be granted copies of or otherwise provided access to the Licensed Products through a Participant Agreement.
2. Pursuant to Paragraph 11.2 (Authorized Users) of the Agreement, Licensed Products may only be accessed or otherwise used by an Authorized User, which includes any contractor or consultant of an Authorized Entity using the Licensed Products either at the facilities of such Authorized Entity or for any Project (as defined below) of such Authorized Entity.
3. The undersigned is an Authorized User of a County Department that is an Authorized Entity under the Agreement and desires to use the Licensed Products solely for internal, noncommercial use and for purposes no greater than reasonably needed to achieve the objectives of an actual project undertaken in connection with the relationship with the County Department (“Project”).
4. The undersigned Authorized User understands and agrees that the Licensed Products contain trade secret and/or confidential information (“Confidential Information”) of Pictometry. Therefore, by signing this Authorized User Confidentiality and Non-Disclosure Agreement (“NDA”), the Authorized User agrees to use the Licensed Products solely for the Project, which is a nonexclusive, nontransferable and non-assignable right, from the effective date of this NDA until the expiration or termination of the Project for which the undersigned Authorized User was engaged by the particular County Department.
5. To the extent any Confidential Information that is not in the public domain is revealed through the operation or other use of the Licensed Products, the Authorized User agrees that it will not make use of, disseminate or in any way disclose such Confidential Information without the County’s prior written consent, which County may first need to obtain from Pictometry.

IN WITNESS WHEREOF, the undersigned Authorized User, by his/her authorized signature, agrees to all terms and conditions of this NDA as of the date set forth below.

**AUTHORIZED USER:**

Signature: \_\_\_\_\_ Address: \_\_\_\_\_  
Name: \_\_\_\_\_  
Organization: \_\_\_\_\_ City/Zip: \_\_\_\_\_  
Date: \_\_\_\_\_ Phone: \_\_\_\_\_

**AUTHORIZED BY:**

Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
County Department: \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_ Date: \_\_\_\_\_

**Note: Authorized Entities shall keep a signed copy of this document for the duration of the Project.**